

COMMUNITY ASSOCIATION DISCLOSURE  
EXHIBIT " \_\_\_\_\_ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 4458 Shirley Road, GAINESVILLE, Georgia 30501.

**A. TYPE OF ASSOCIATION.**

Seller hereby discloses to Buyer that, in purchasing the Property, Buyer will either become a mandatory member or have the opportunity to become a voluntary member in the following type of community association ("Association"): [Select all which apply. The section not checked shall not be a part of this Exhibit].

- Mandatory Membership Condominium Association
- Mandatory Membership Homeowners Association
- Voluntary Membership Homeowners Association

**B. EXISTENCE OF MASTER ASSOCIATION**

Seller also discloses to Buyer that in addition to the Association referenced above, there  is OR  is not a master association of which Buyer shall become a member or in which the Association is already a member.

**C. CONTACT INFORMATION FOR ASSOCIATION:** (Name, Address, Telephone Number, etc., where Association Dues are Sent by Seller)

JOCK HORNOR  
4451 WILD TURKEY WAY  
GAINESVILLE GA 30506  
770.533.4464

**D. ANNUAL ASSOCIATION ASSESSMENTS:** [Select all which apply. The sections not checked shall not be a part of this Agreement].

- 1. Mandatory Membership Association. Buyer acknowledges that Buyer will have to pay annual assessments to the Association so long as Buyer owns the Property to cover the Buyer's share of common expenses. The estimated total annual assessment paid by the owner of the Property to the Association is currently \$600.00 and is paid in 1 installments.
- 2. Voluntary Membership Association. If Buyer becomes a member of Association, Buyer shall be responsible for paying an annual assessment estimated to be \_\_\_\_\_ and paid in \_\_\_\_\_ installments.
- 3. Master Association. If the Buyer of the Property will also be obligated to pay an annual assessment to a master association, the annual assessment is estimated to be \_\_\_\_\_ and shall be paid in \_\_\_\_\_ installments.

**E. INITIATION FEE.**

Any Association initiation fee, membership fee, transfer fee or other similar fee or charge (hereinafter collectively referred to as "Initiation Fee") shall be paid by the Buyer. To the best of Seller's knowledge, there  is OR  is not an Initiation Fee. If there is an Initiation Fee, the estimated amount of the Initiation Fee is \$ 0 and is due \_\_\_\_\_.

**F. ACCOUNT STATEMENT LETTER.**

Any letter from the Association confirming whether assessments or other amounts are owed on the Property shall be paid by the  Buyer OR  Seller. If Seller is paying for the Account Statement Letter, the payment shall be in addition to the Items Paid by Seller at Closing set forth in the Agreement.

**G. SPECIAL ASSESSMENTS.** [Select all which apply. The sections not checked shall not be a part of this Agreement].

To the best of Seller's knowledge there  is OR  is not a special assessment owing to or under consideration by the Association or any Master Association. If a special assessment is owing to or under consideration by the Association or any Master Association, it is [Select all which apply. The sections not checked shall not be a part of this Agreement]:

- already passed by the Association in the estimated amount of \$ \_\_\_\_\_;
- already passed by the Master Association in the estimated amount of \$ \_\_\_\_\_;
- under consideration by the Association in the estimated amount of \$ \_\_\_\_\_; or
- under consideration by the Master Association in the estimated amount of \$ \_\_\_\_\_.

**H. ASSESSMENTS PAY FOR FOLLOWING SERVICES AND AMENITIES:** [Select all which apply. The sections not checked shall not be a part of this Agreement].

The following services and amenities are paid for by the Association from the annual assessment:

Utilities for Property

- Gas
- Water
- Electric
- Heating
- Sewer

Services

- Concierge
- Gate Attendant
- Trash Pickup
- Road Maintenance
- Maintenance of Property
  - Grounds
  - Dwelling Exterior
- Common Area Maintenance

Amenities

- Pool
- Tennis (DOUBLE)
- Golf
- Clubhouse
- Playground
- Exercise Facility
- Equestrian Facility
- Marina/Boat Storage

Other

- Cable
- Pest and Termite Control
- Fire Insurance on Property
- Common Area Insurance

**I. ADDITIONAL FEES FOR SERVICES AND FACILITIES.**

If any of the above-referenced services and amenities require the payment of an additional fee to receive the service or use the amenity, please specify the service and / or amenity below and the fee for using (or receiving) the same:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**J. NO WARRANTY.**

The information in this exhibit is deemed accurate but is not guaranteed. Buyer should contact the Association to confirm what assessments and fees Buyer will owe if Buyer purchases the Property and the services and amenities that will be available to Buyer in living in the community.

Buyer's Initials: \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials: \_\_\_\_\_ *RD, CKD* \_\_\_\_\_

# LEAD-BASED PAINT EXHIBIT " \_\_\_\_\_ "



2009 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: 4458 SHIRLEY ROAD, GAINESVILLE, Georgia 30501.

**1. Purchase and Sale or Lease Transaction Lead Warning Statement.**

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**2. Seller's/Lessor's Disclosure.** [Seller/Lessor to initial section A. and B. below]

BO

Seller/Lessor  
Initials

- A. Presence of lead-based paint and/or lead paint hazard [check one below]:  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below): \_\_\_\_\_

Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

BO

Seller/Lessor  
Initials

- B. Records and Reports available to the Seller/Lessor [check one below]:  
 Seller/Lessor has provided the Buyer/Lessee with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below): \_\_\_\_\_

Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's/Lessee's Acknowledgment.** [Buyer/Lessee to initial sections below]

Buyer/Lessee  
Initials

- C. Buyer/Lessee has received copies of all information listed above.

Buyer/Lessee  
Initials

- D. Buyer/Lessee has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family From Lead in Your Home".

Buyer/Lessee  
Initials

- E. Buyer/Lessee has [check one below]:  
 Received a ten (ten) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Broker's Acknowledgment.** [Broker to initial below]

MM

Broker's Initials

- F. Broker has informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

**3. Certification of Accuracy.**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>BO</u> Seller/Lessor	<u>1-16-10</u> Date		
<u>MM</u> Seller/Lessor	<u>1-16-10</u> Date		
<u>MM</u> Listing Broker	<u>1/15/10</u> Date		
		_____ Buyer/Lessee	_____ Date
		_____ Buyer/Lessee	_____ Date
		_____ Selling/Leasing Broker	_____ Date

**NOTE:** It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Lessee" shall mean either a Buyer or a Lessee or both as the context may indicate.



## Utility List

Property Address: 4458 SHIRLEY ROAD  
GAINESVILLE, GA 30506

Seller: Brandon / Cindy Dyer Phone: 770-534-9660

Gas: MX energy Phone: 877-677-4355

Cable: Direc TV Phone: 800-531-5000

Phone: AT&T Phone: 888-757-6500

Water: City of Gainesville Phone: 770-535-6877

Garbage: X Phone: X

Power/Electric: Jackson EMC Phone: 770-536-2415

Security System: Jackson EMC Phone: 770-536-2415

Other: \_\_\_\_\_ Phone: \_\_\_\_\_

Other: \_\_\_\_\_ Phone: \_\_\_\_\_

Other: \_\_\_\_\_ Phone: \_\_\_\_\_

Additional Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AFFILIATED BUSINESS DISCLOSURE**

The broker has a business relationship with the following:  Accord Pest Control,  America Home Key,  American Home Shield Home Protection,  First American Home Buyers Protection,  Homestar Financial,  Jeff Pruitt LLC,  Old Republic Home Protection and  Stewart, Melvin & Frost LLP.

Acknowledgement: I/We have read this disclosure statement and understand that the Broker/Agent may receive a financial or other benefit as a result of this relationship.

Date: 1-16-10

  
\_\_\_\_\_  
Buyer/Seller

\_\_\_\_\_  
Buyer/ Seller